

## Terms & Conditions

This website is operated by Parker Motor Services Ltd trading as Parkers the parts people, referred to as i/we/our/us"). As user of this website (referred to as "you/your") you acknowledge that any use of this website including any transactions you make ("use/using") is subject to our terms and conditions below. Please read through these terms and conditions carefully before using this website and print a copy for future reference.

### 1. General

1.1 We reserve the right to change these terms and conditions at any time. Any such changes will take effect when posted on the website (see date at the top) and it is your responsibility to read the terms and conditions on each occasion you use this website and your continued use of the website shall signify your acceptance to be bound by the latest terms and conditions.

1.2 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use this website

### 2. Order process

2.1 All orders that you place on this website will be subject to acceptance in accordance with these terms and conditions.

2.2 The 'confirmation' stage sets out the final details of your order. Following this, we will send to you an order acknowledgement by email detailing the products you have ordered. Please note that this email does not constitute an order confirmation or order acceptance from Parker Motor Services LTD.

2.3 Acceptance of your order and completion of the contract between you and us will take place on dispatch to you of the products ordered unless we have notified you that we do not accept your order or you have cancelled it.

2.4 We do not publish details of your orders for you to subsequently access directly on this website; therefore, please print out these terms and conditions and the order acknowledgement for your own records. If you wish to obtain specific details of your previous orders please contact us.

### 3. Delivery

3.1 Please allow up to 14 days for delivery. We make every effort to deliver goods well within this timescale (usually one to two days); however, delays are occasionally inevitable due to unforeseen factors. We shall be under no liability for any delay or failure to deliver the products within estimated timescales. If we anticipate any delivery taking longer than expected we will endeavour to notify you by email.

3.2 For each order placed for delivery in the UK we charge £7.95 postage & packing. Orders over £50 will be free of charge for standard delivery areas ( please see delivery details for full details). We reserve the right to alter this postage and packing charge without prior notice in case of increase in costs to us by our delivery service.

3.3 Goods for delivery outside the United Kingdom are subject to a scale of charges which vary according to destination.

3.4 Risk of loss and damage of products passes to you on the date when the products are delivered to you.

#### Delivery Destinations

Mainland UK does not include zone E:

- Scottish Isles (Zone C)
- Northern Ireland (Zone C)
- Republic Of Ireland (Zone E)
- Isle of Man (Zone D)
- Isle of White (Zone D)
- For zone E the shipping cost is £17.95 per consignment & will take two to three days delivery.
- We do not dispatch to, Jersey, Guernsey, Orkney Islands, Shetland Islands and the Isles of Scilly simply because, our carriers do not travel to any of these islands.

Zone E destinations will be calculated at the additional charge when you enter your delivery details in the shopping cart process.

#### British Forces Posted Overseas

We regret that we are unable to provide a delivery service for BFPO.

### 4. Payment

4.1 we take payment from your card at the time we receive your order, once we have checked your card details. Goods are subject to availability. In the event that we are unable to supply the goods, we will inform you of this as soon as possible. A full refund will be given where you have already paid for the goods.

4.2 While we try and ensure that all prices and other information on our website are accurate, input errors may occur. If we discover an error in the price of goods you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

4.3 Payment is made using the Google check out or paypal. We undertake not to take or retain any details of your credit cards at any time during your use of this website.

4.4 Title to any goods you order on this website shall pass to you on delivery of the products provided that we have processed and received payment in full for the products.

4.5 All prices include VAT (where applicable) at the appropriate current rates but exclude postage and packing charges.

### 5. Returns, Cancellations and Substitutions

5.1 in the unlikely event that you receive faulty or damaged goods, we must be notified within 24 hours. Please speak to a customer services operator on 0116 2428205 for instructions on returning damaged or unsatisfactory items.

5.2 You may cancel your order in accordance with your rights under the Distance Selling Regulations. Under the Distance Selling Regulations you have a right to cancel your order for any item purchased on this website within 7 days of receipt of goods, for a refund (excluding carriage charges - see below). To cancel you can contact us within seven days of delivery of your items, quoting full details. You must take reasonable care of the items and must not use them. All goods must be unopened and in perfect condition. We unconditionally reserve the right to not refund if the goods are not returned in perfect condition. If your goods have not been dispatched, we will arrange for a refund to the card you used to purchase the goods. If your order has been dispatched, you will be charged for the cost of carriage on the original delivery.

5.3 We do try to make sure that all measurements quoted on this site are as accurate as possible, but there may be some slight variance owing to inaccuracies of information supplied by our suppliers.

### 6. Intellectual Property

6.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials and/or content made available as part of your use of this website shall remain at all times vested in us. You are permitted to use this material only as expressly authorised by us.

6.2 You acknowledge and agree that the material and content contained within this website is made available for your personal non-commercial use only and that you may only download such material and content for the purpose of using this website. You further acknowledge that any other use of the material and content of this website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

### 7. Liability and Indemnity

7.1 Nothing in these terms and conditions excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law.

7.2 Subject to Section 7.1 above, Parker Motor Services Ltd will use reasonable endeavours to verify the accuracy of any information on the site but makes no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of the site or that it will be timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the website Parkers the parts people will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website and Parkers the parts people accepts no liability of any kind for any loss or damage from action taken or taken in reliance on material or information contained on the site.

7.3 Subject to Section 7.1 above, other than as expressly provided in these terms and conditions with respect to specific products and except for the exclusive remedies set out at Section 5 above, any indemnities, warranties, terms and conditions (whether express or implied) are hereby excluded to the fullest extent permitted under applicable law.

7.4 Subject to Section 7.1 above, Parkers the parts people will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the terms and conditions for any:- economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or loss of goodwill or reputation; or special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under these terms and conditions.

7.5 Notwithstanding the above, subject to Section 7.1 Parkers the parts people aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the product(s) in respect of one incident or series of incidents attributable to the same cause.

7.6 This clause 7 does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights.

7.7 We will take all reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

7.8 No warranty, guarantee or condition express or implied (by common law statute or otherwise) as to quality or fitness for any purpose shall apply to any sale of our goods and we shall not be liable for any consequential loss or damage of any description, whether caused by the negligence of our servants or agents or otherwise.

We will at our option make good or replace at our works without charge to you any goods which are in our opinion defective, provided that any claim is made to us in writing within fourteen days after delivery of the goods to you and, on our request, the goods must be forwarded, in the same condition as delivered, carriage paid, to our works.

### 8. Miscellaneous Provisions

8.1 The contract between us shall be governed by the laws of England and any dispute between us will be resolved exclusively in the courts of City of Leicester. English is the only language offered for the conclusion of the contract.

8.2 Parkers the parts people shall be under no liability for any delay or failure to deliver products or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

8.3 To provide increased value to our customers, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to use the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

8.4 You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for products to any third party unless agreed upon in writing by Parker Motor Services Ltd.

8.5 Parker Motor Services Ltd reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under these terms and conditions or any related contract to any third party.

8.6 If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.

8.7 These terms and conditions do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of the U.K. Contracts (Rights of Third Parties) Act 1999) except:

a) Parkers the parts people (as defined below) shall have the right to enforce any rights or benefits under these terms and conditions;

b) Parkers the parts people shall have the right to enforce and take the benefit of the rights or benefits of any limitation or exclusion or limitation of liability in these terms and conditions;

c) a person who is a permitted successor or assignee under Section 8.8 above of the rights or benefits of these terms and conditions may enforce such rights or benefits.

d) No consent and conditions (whether referred to in any way that varies or extinguishes rights or benefits in favour of such third parties).

8.9 No delay or failure by Parkers the parts people to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorised representative of Parkers the parts people.

8.10 These terms and conditions including the documents or other sources referred to in these terms and conditions supersede all prior representations understandings and agreements between you and Parkers the parts people relating to the use of this website (including the order of products) and sets forth the entire agreement and understanding between you and Parkers the parts people for your use of this website.